

RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT

THIS RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT ("Agreement") entered into and effective this _____ day of _____, 2017, is by and between Plaintiffs E.R.K., by his legal guardian R.K.; R.T.D., through his parents R.D. and M.D.; HAWAII DISABILITY RIGHTS CENTER, in a representative capacity on behalf of its clients and all others similarly situated, Plaintiffs (hereinafter referred to as "Plaintiff Class"), through Plaintiff Class Counsel, Alston Hunt Floyd & Ing, and the State of Hawaii, Department of Education, (hereinafter referred to as "HIDOE"), in connection with the E.R.K., by his legal guardian R.K., et al. vs. State of Hawaii, et al., 1:10-CV-00436 (SOM/KSC), United States District Court, District of Hawaii (hereinafter referred to as the "Lawsuit").

W I T N E S S E T H

WHEREAS, Plaintiff Class is a party to the Lawsuit filed on or about July 27, 2010; and

WHEREAS on February 28, 2012, the HIDOE prevailed at bench trial held before the Honorable David Ezra. Subsequently, the Plaintiff Class appealed the district court ruling to the Ninth Circuit Court of Appeals; and

WHEREAS on August 28, 2013, the Ninth Circuit issued its decision reversing the districts court's ruling. The Ninth Circuit found that the HIDOE should not have relied upon state law to end special education services at age 20, and that special education services should have been provided until age 22. The Ninth Circuit decision was not appealed. In light of this ruling, the HIDOE is now providing special education and related services to eligible students until the age of 22; and

WHEREAS on August 22, 2014, U.S. District Court Judge Susan Oki Mollway ordered the parties to work with Magistrate Judge Kevin S. C. Chang on determining the class as well as assessing and providing compensatory education to the class members; and,

WHEREAS on February 18, 2016, Magistrate Judge Chang issued an Order defining the class in this matter. and

WHEREAS on March 7, 2016, Plaintiff Class' counsel appealed Judge Chang's Order to Judge Mollway; and

WHEREAS on October 18, 2016, after modification to Magistrate Judge Chang's February 18, 2016 Order, Judge Mollway issued an Order closing the class; and

WHEREAS, the parties to the Lawsuit desire to settle, terminate, and discharge all claims that were or could have been asserted in the Lawsuit (the "Claims") against the HIDOE and its employees, agents, representatives, and officers; and

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE:

I. DEFINITIONS

“Claims” means any and all claims, actions, causes of action, demands, liability, damages or expenses of any kind or nature, including claims under the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et. seq. (“IDEA”), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (“Section 504”), the Civil Rights Act of 1964, 42 U.S.C. § 1983 (“Civil Rights Act”), any state tort or criminal laws, the Constitution of the State of Hawaii, the Constitution of the United States, any other state or federal law, complaints before any state or federal agency, and any professional complaints or grievances against individuals before any state or federal agency, whether known or unknown, which may now exist or which may in any manner arise or grow out of any act, omission, event, or circumstances connected to or in any way related to Plaintiff Class’ education, attendance and treatment by HIDOE, the allegations of violations of the IDEA, Section 504, Civil Rights Act, or any other claim sought in the Lawsuit, any allegations that the HIDOE or any State agency or employee acted with deliberate indifference with respect to Plaintiff Class Members, Plaintiff Class Members’ eligibility under the IDEA and Section 504, the HIDOE’s provision of special education and related services under the IDEA or Section 504 accommodations to the Plaintiff Class Members, the implementation of Plaintiff Class Members’ Individualized Education Program (“IEP”), and/or the HIDOE’s obligation to offer and provide a Free Appropriate Public Education (“FAPE”) to Plaintiff Class Members under the IDEA and/or Section 504, up through and including the date of this Agreement, and including, but not limited to, the claims and allegations contained in the Lawsuit.

“Class Counsel” means Alston Hunt Floyd & Ing, 1001 Bishop Street, Suite 1800, Honolulu, Hawai‘i 96813.

“District Court” means the United States District Court for the District of Hawai‘i.

“HIDOE” means the Department of Education, State of Hawai‘i, its current and former employees, agents, representatives, officers, current and former administrators, teachers, skills trainers, contracted paraprofessionals, teacher aides, the Hawai‘i State Board of Education and its current and former board members and employees, and the current and former Superintendent of the HIDOE.

“Lawsuit” means the case known as E.R.K., by his legal guardian R.K.; R.T.D., through his parents R.D. and M.D.; HAWAII DISABILITY RIGHTS CENTER, in a representative capacity on behalf of its clients and all others similarly situated vs. State of Hawaii, Department of Education, 1:10-CV-00436 (SOM/KSC), United States District Court, District of Hawai‘i.

“Parties” means Plaintiff Class and HIDOE when referred to collectively within this Agreement.

“Plaintiff Class” means those persons who are to be included in the subject class as defined in Magistrate Judge Chang’s February 18, 2016 (ECF 342) Order as well as Judge Mollway’s October 18, 2016 (ECF 422) and November 1, 2016 (ECF 425) Orders in this matter.

“Class Member” means any individual who is part of the Plaintiff Class, but the term does not include individuals who opted to be excluded from the class or any individuals identified by the parties’ counsel or the Court as being excluded from the Plaintiff Class. See Exhibit “1.”

“Services” means special education and related services which include, but are not limited to: physical therapy; occupational therapy; vocational instruction/counseling; speech therapy; community college; tutoring; assistive technology; credit recovery/GED courses; and any other services that would be available to special education eligible students under the IDEA.

“Services Fund” means the total amount of monies to be paid by HIDOE for special education and related services for the Plaintiff Class.

“Settlement Administrator” means the person approved by the District Court to administer the Services Fund.

II. TERMS AND EFFECTS OF AGREEMENT

A. General Provisions for Settlement

The Plaintiff Class and each of its members, by and through Class Counsel, in consideration of the mutual promises included in the “Specific Provisions” below, as of the Effective Date, hereby release and forever acquit and discharge HIDOE.

In exchange for the terms described in the “Specific Provisions” below, Plaintiff Class and Plaintiff Class’ heirs, representatives, executors, administrators, legal guardians, conservators, successors and assigns, through Class Counsel, in consideration of the mutual promises of the parties do hereby forever release any and all claims against the HIDOE as specified in the Lawsuit.

In addition, prior to disbursement of benefits from the Services Fund to a Class Member, the Class Member or his or her heirs, representatives, executors, administrators, legal guardians, conservators, successors and assigns, agree to execute a release (See Exhibit “2”) of the Claims against the HIDOE.

It is hereby expressly understood and agreed that this Agreement is entered into as a complete resolution and compromise of the Claims and that Plaintiff Class’ acceptance of the settlement terms as set forth in the “Specific Provisions” below, will constitute a complete compromise of all Claims.

For and in consideration of the foregoing, the Plaintiff Class is and forever shall be enjoined from pursuing any Claim which has been compromised and settled by this Agreement.

It is hereby expressly understood, certified and agreed to by the parties that the provisions of this Agreement have been carefully read and are fully understood, that the Agreement has been freely and voluntarily entered into with the advice of counsel, that the terms of this Agreement are contractual and binding upon them, and that this Agreement may not be altered, amended, modified, supplemented or otherwise changed except by a writing executed by the Parties, and approved by the District Court.

It is further understood and agreed that no promises, representations, understandings or warranties have been made by the Parties other than those which are expressly contained herein.

It is further acknowledged and agreed that the Parties rely solely on the contents of this Agreement, and upon nothing else with respect to all matters referred to in this Agreement.

This Agreement shall be construed and the rights of the Parties determined in accordance with the laws of the State of Hawai'i.

The effective date of this Agreement is upon approval of the Agreement by the District Court.

The Parties understand and agree that this Agreement contains the entire agreement between the Parties hereto, and that the terms of this Agreement are not mere recitals.

Each Plaintiff Class Member shall be deemed to have submitted to the jurisdiction of the District Court.

The Parties acknowledge that the Agreement herein is the result of extensive litigation and negotiation, and represents the best settlement achievable for Plaintiff Class.

B. Specific Provisions

1. Escrow Account

The HIDEOE will deposit \$8,750,000.00 (U.S. dollars)(hereinafter referred to as the "Services Fund") into an interest bearing bank account within thirty (30) days of Court approval of the Agreement, for the purpose of effectuating the settlement and such other purposes as may be approved by the Court.

2. Attorneys' Fees

HIDEOE shall submit a bill seeking legislative approval to pay Class Counsel \$1,500,000.00 in attorneys' fees and costs. HIDEOE shall support passage of the bill and request that the bill be expedited. Within thirty (30) days of the bill being signed into law, HIDEOE shall pay, via check payable to the Services Fund. Funds payable to counsel from the Court will be disbursed as and when directed by the Court from funds provided pursuant to this Agreement.

After final approval of this Agreement and full funding, an additional \$250,000.00 may be awarded to Class Counsel out of the Services Fund upon application to and approval by the Court. This amount will be distributed only for services rendered and costs expended in connection with efforts to coordinate and facilitate the delivery of services to the Class Members. Should Class Counsel seek additional attorneys' fees and costs from the Services Fund, Class Counsel shall make a written request to the Court with notice to HIDEOE counsel. HIDEOE and/or its counsel shall be given the opportunity to submit in writing the HIDEOE's position with respect to Class Counsel's request for additional attorneys' fees and costs from the Services Fund.

3. Settlement Administrator

The Services Fund will be managed and controlled by a "Settlement Administrator" whose role and responsibilities are prescribed in Exhibit "3."

If the parties cannot come to a mutual agreement on the selection of a Settlement Administrator, then the parties shall submit their respective recommendation to the District Court and the District Court will appoint the Settlement Administrator.

The compensation for the Settlement Administrator will be paid out of the Services Fund and shall not, without Court approval, exceed \$300,000.00 for the services of the Settlement Administrator and anyone the Settlement Administrator chooses to hire to assist in the administration of the Services Fund. Should the Settlement Administrator require more funds, the Settlement Administrator shall make a written request to the Court with notice to all Counsel for the additional funds. Counsel shall be given the opportunity to submit in writing Counsels' position with respect to the request for additional funds.

The Settlement Administrator's powers and responsibilities shall terminate on February 28, 2021.

The Settlement Administrator will have the authority as specified in the Order Appointing the Settlement Administrator.

4. Tier Allotments

The Plaintiff Class will be separated into a three (3) tier system. Tier 1 will contain a sub-class consisting of Plaintiff Class Members who Class Counsel has identified as having the highest needs. Tiers 1-3 will be allotted a monetary amount as specified in Appendix "A."

These individual tier allotments shall be distributed amongst the Plaintiff Class Members within their respective tiers. The tier allotments for an individual class member can only be adjusted upon application by Class Counsel to the Settlement Administrator. Any adjustment to an individual tier allotment requires the consent of the Settlement Administrator and Court approval.

No individual Plaintiff Class Member will be allowed to receive more than \$200,000.00 in reimbursement for Services and/or payment for Services from the Services Fund.

5. Distribution of the Services Fund

The Services Fund shall be distributed by the Settlement Administrator as and when described in Exhibit “3.”

6. Remainder Balance

The Settlement Administrator shall have until February 28, 2021 to reconcile the Services Fund. Any balance remaining in the Services Fund at 12:00 a.m. on March 1, 2021, shall be returned to HIDOE.

7. Miscellaneous

The Parties agree that HIDOE will have no control over the acts of the Settlement Administrator or the District Court and their staff, and is not responsible for any delay in processing, completion or submission of paperwork, or filing by the Settlement Administrator, District Court, or staff.

The Parties agree that, except as provided herein, the “Specific Provisions” portion of this Agreement shall expire on December 31, 2020.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date indicated below.

DATE: _____

PAUL ALSTON, ESQ.

Attorney for Plaintiffs

E.R.K., by his legal guardian R.K.; R.T.D., through his parents R.D. and M.D.; HAWAII DISABILITY RIGHTS CENTER, in a representative capacity on behalf of its clients and all others similarly situated

LOUIS ERTESCHIK, ESQ.

Attorney for Plaintiffs

E.R.K., by his legal guardian R.K.; R.T.D., through his parents R.D. and M.D.; HAWAII DISABILITY RIGHTS CENTER, in a representative capacity on behalf of its clients and all others similarly situated

DR. CHRISTINA M. KISHIMOTO
Superintendent

THE STATE OF HAWAII, DEPARTMENT OF
EDUCATION

APPROVED AS TO FORM:

DOUGLAS S. CHIN, Attorney General
RUSSELL A. SUZUKI, First Deputy Attorney General
HOLLY S. SHIKADA, Deputy Attorney General
RYAN W. ROYLO, Deputy Attorney General

Attorneys for Defendants
THE STATE OF HAWAII,
DEPARTMENT OF EDUCATION

APPROVED:

UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

E.R.K., by his legal guardian R.K., et al. vs. State of Hawaii, Department of Education,
Civil No. 1:10-CV-00436 (SOM/KSC); **SETTLEMENT AGREEMENT**

Eligible Class Members

1.	A [REDACTED]	H [REDACTED]
2.	A [REDACTED]	K [REDACTED]
3.	A [REDACTED]	R [REDACTED]
4.	A [REDACTED]	J [REDACTED]
5.	A [REDACTED]	C [REDACTED]
6.	A [REDACTED]	K [REDACTED]
7.	A [REDACTED]	L [REDACTED]
8.	A [REDACTED]	E [REDACTED]
9.	A [REDACTED]	M [REDACTED]
10.	A [REDACTED]	Y [REDACTED]
11.	A [REDACTED]	C [REDACTED]
12.	A [REDACTED]	S [REDACTED]
13.	A [REDACTED]	J [REDACTED]
14.	A [REDACTED]	D [REDACTED]
15.	A [REDACTED]	B [REDACTED]
16.	A [REDACTED]	S [REDACTED]
17.	A [REDACTED]	D [REDACTED]
18.	A [REDACTED]	C [REDACTED]
19.	A [REDACTED]	Q [REDACTED]
20.	A [REDACTED]	C [REDACTED]
21.	A [REDACTED]	R [REDACTED]
22.	A [REDACTED]	K [REDACTED]
23.	A [REDACTED]	G [REDACTED]
24.	A [REDACTED]	R [REDACTED]

EXHIBIT "1"

Eligible Class Members

25.	A [REDACTED]	K [REDACTED]
26.	A [REDACTED]	A [REDACTED]
27.	A [REDACTED]	P [REDACTED]
28.	A [REDACTED]	K [REDACTED]
29.	A [REDACTED]	M [REDACTED]
30.	A [REDACTED]	F [REDACTED]
31.	A [REDACTED]	J [REDACTED]
32.	A [REDACTED]	C [REDACTED]
33.	A [REDACTED]	A [REDACTED]
34.	B [REDACTED]	T [REDACTED]
35.	B [REDACTED]	M [REDACTED]
36.	B [REDACTED]	R [REDACTED]
37.	B [REDACTED]	M [REDACTED]
38.	B [REDACTED]	C [REDACTED]
39.	B [REDACTED]	R [REDACTED]
40.	B [REDACTED]	E [REDACTED]
41.	B [REDACTED]	S [REDACTED]
42.	B [REDACTED]	R [REDACTED]
43.	B [REDACTED]	S [REDACTED]
44.	B [REDACTED]	R [REDACTED]
45.	B [REDACTED]	T [REDACTED]
46.	B [REDACTED]	A [REDACTED]
47.	B [REDACTED]	K [REDACTED]
48.	B [REDACTED]	P [REDACTED]

Eligible Class Members

49.	B [REDACTED]	T [REDACTED]
50.	B [REDACTED]	J [REDACTED]
51.	B [REDACTED]	C [REDACTED]
52.	B [REDACTED]	W [REDACTED]
53.	B [REDACTED]	N [REDACTED]
54.	B [REDACTED]	Q [REDACTED]
55.	B [REDACTED]	S [REDACTED]
56.	B [REDACTED]	L [REDACTED]
57.	B [REDACTED]	A [REDACTED]
58.	B [REDACTED]	N [REDACTED]
59.	B [REDACTED]	K [REDACTED]
60.	C [REDACTED]	S [REDACTED]
61.	C [REDACTED]	J [REDACTED]
62.	C [REDACTED]	R [REDACTED]
63.	C [REDACTED]	C [REDACTED]
64.	C [REDACTED]	K [REDACTED]
65.	C [REDACTED]	V [REDACTED]
66.	C [REDACTED]	S [REDACTED]
67.	C [REDACTED]	L [REDACTED]
68.	C [REDACTED]	J [REDACTED]
69.	C [REDACTED]	R [REDACTED]
70.	C [REDACTED]	J [REDACTED]
71.	C [REDACTED]	J [REDACTED]
72.	C [REDACTED]	S [REDACTED]

Eligible Class Members

73.	C [REDACTED]	E [REDACTED]
74.	C [REDACTED]	M [REDACTED]
75.	C [REDACTED]	L [REDACTED]
76.	C [REDACTED]	N [REDACTED]
77.	C [REDACTED]	D [REDACTED]
78.	C [REDACTED]	C [REDACTED]
79.	C [REDACTED]	R [REDACTED]
80.	C [REDACTED]	B [REDACTED]
81.	C [REDACTED]	K [REDACTED]
82.	C [REDACTED]	A [REDACTED]
83.	C [REDACTED]	K [REDACTED]
84.	C [REDACTED]	M [REDACTED]
85.	C [REDACTED]	A [REDACTED]
86.	C [REDACTED]	C [REDACTED]
87.	C [REDACTED]	A [REDACTED]
88.	C [REDACTED]	J [REDACTED]
89.	C [REDACTED]	J [REDACTED]
90.	C [REDACTED]	F [REDACTED]
91.	C [REDACTED]	M [REDACTED]
92.	C [REDACTED]	K [REDACTED]
93.	C [REDACTED]	S [REDACTED]
94.	C [REDACTED]	J [REDACTED]
95.	D [REDACTED]	S [REDACTED]
96.	D [REDACTED]	K [REDACTED]

Eligible Class Members

97.	D [REDACTED]	M [REDACTED]
98.	D [REDACTED]	B [REDACTED]
99.	D [REDACTED]	L [REDACTED]
100.	D [REDACTED]	A [REDACTED]
101.	D [REDACTED]	N [REDACTED]
102.	D [REDACTED]	A [REDACTED]
103.	D [REDACTED]	S [REDACTED]
104.	D [REDACTED]	R [REDACTED]
105.	D [REDACTED]	M [REDACTED]
106.	D [REDACTED]	C [REDACTED]
107.	D [REDACTED]	D [REDACTED]
108.	D [REDACTED]	G [REDACTED]
109.	D [REDACTED]	S [REDACTED]
110.	D [REDACTED]	A [REDACTED]
111.	E [REDACTED]	E [REDACTED]
112.	E [REDACTED]	S [REDACTED]
113.	E [REDACTED]	D [REDACTED]
114.	E [REDACTED]	H [REDACTED]
115.	E [REDACTED]	T [REDACTED]
116.	E [REDACTED]	A [REDACTED]
117.	E [REDACTED]	C [REDACTED]
118.	E [REDACTED]	J [REDACTED]
119.	E [REDACTED]	R [REDACTED]
120.	F [REDACTED]	D [REDACTED]

Eligible Class Members

121.	F [REDACTED]	G [REDACTED]
122.	F [REDACTED]	D [REDACTED]
123.	F [REDACTED]	S [REDACTED]
124.	F [REDACTED]	J [REDACTED]
125.	F [REDACTED]	J [REDACTED]
126.	F [REDACTED]	K [REDACTED]
127.	F [REDACTED]	C [REDACTED]
128.	F [REDACTED]	C [REDACTED]
129.	G [REDACTED]	T [REDACTED]
130.	G [REDACTED]	B [REDACTED]
131.	G [REDACTED]	K [REDACTED]
132.	G [REDACTED]	J [REDACTED]
133.	G [REDACTED]	M [REDACTED]
134.	G [REDACTED]	J [REDACTED]
135.	G [REDACTED]	Z [REDACTED]
136.	G [REDACTED]	B [REDACTED]
137.	G [REDACTED]	B [REDACTED]
138.	G [REDACTED]	T [REDACTED]
139.	G [REDACTED]	K [REDACTED]
140.	G [REDACTED]	N [REDACTED]
141.	G [REDACTED]	T [REDACTED]
142.	G [REDACTED]	D [REDACTED]
143.	G [REDACTED]	H [REDACTED]
144.	G [REDACTED]	L [REDACTED]

Eligible Class Members

145.	G [REDACTED]	S [REDACTED]
146.	G [REDACTED]	J [REDACTED]
147.	G [REDACTED]	L [REDACTED]
148.	G [REDACTED]	P [REDACTED]
149.	G [REDACTED]	B [REDACTED]
150.	G [REDACTED]	S [REDACTED]
151.	G [REDACTED]	K [REDACTED]
152.	H [REDACTED]	F [REDACTED]
153.	H [REDACTED]	T [REDACTED]
154.	H [REDACTED]	J [REDACTED]
155.	H [REDACTED]	J [REDACTED]
156.	H [REDACTED]	M [REDACTED]
157.	H [REDACTED]	C [REDACTED]
158.	H [REDACTED]	M [REDACTED]
159.	H [REDACTED]	J [REDACTED]
160.	H [REDACTED]	K [REDACTED]
161.	H [REDACTED]	O [REDACTED]
162.	H [REDACTED]	E [REDACTED]
163.	H [REDACTED]	B [REDACTED]
164.	H [REDACTED]	S [REDACTED]
165.	H [REDACTED]	M [REDACTED]
166.	H [REDACTED]	A [REDACTED]
167.	H [REDACTED]	M [REDACTED]
168.	H [REDACTED]	C [REDACTED]

Eligible Class Members

169.	H [REDACTED]	C [REDACTED]
170.	H [REDACTED]	J [REDACTED]
171.	H [REDACTED]	K [REDACTED]
172.	H [REDACTED]	S [REDACTED]
173.	H [REDACTED]	K [REDACTED]
174.	H [REDACTED]	J [REDACTED]
175.	H [REDACTED]	B [REDACTED]
176.	H [REDACTED]	Z [REDACTED]
177.	H [REDACTED]	L [REDACTED]
178.	H [REDACTED]	M [REDACTED]
179.	H [REDACTED]	N [REDACTED]
180.	H [REDACTED]	M [REDACTED]
181.	I [REDACTED]	J [REDACTED]
182.	I [REDACTED]	J [REDACTED]
183.	I [REDACTED]	J [REDACTED]
184.	I [REDACTED]	Y [REDACTED]
185.	J [REDACTED]	Z [REDACTED]
186.	J [REDACTED]	A [REDACTED]
187.	J [REDACTED] [REDACTED]	J [REDACTED]
188.	J [REDACTED]	A [REDACTED]
189.	J [REDACTED]	C [REDACTED]
190.	J [REDACTED]	B [REDACTED]
191.	J [REDACTED]	S [REDACTED]
192.	J [REDACTED]	G [REDACTED]

Eligible Class Members

193.	K [REDACTED]	P [REDACTED]
194.	K [REDACTED]	L [REDACTED]
195.	K [REDACTED]	J [REDACTED]
196.	K [REDACTED]	D [REDACTED]
197.	K [REDACTED]	J [REDACTED]
198.	K [REDACTED]	H [REDACTED]
199.	K [REDACTED]	T [REDACTED]
200.	K [REDACTED]	M [REDACTED]
201.	K [REDACTED]	T [REDACTED]
202.	K [REDACTED]	P [REDACTED]
203.	K [REDACTED]	P [REDACTED]
204.	K [REDACTED]	K [REDACTED]
205.	K [REDACTED]	L [REDACTED]
206.	K [REDACTED]	L [REDACTED]
207.	K [REDACTED]	A [REDACTED]
208.	K [REDACTED]	P [REDACTED]
209.	K [REDACTED]	K [REDACTED]
210.	K [REDACTED]	W [REDACTED]
211.	K [REDACTED]	E [REDACTED]
212.	K [REDACTED]	K [REDACTED]
213.	K [REDACTED]	S [REDACTED]
214.	K [REDACTED]	W [REDACTED]
215.	K [REDACTED]	L [REDACTED]
216.	K [REDACTED]	R [REDACTED]

Eligible Class Members

217.	K [REDACTED]	E [REDACTED]
218.	K [REDACTED]	J [REDACTED]
219.	K [REDACTED]	I [REDACTED]
220.	K [REDACTED]	T [REDACTED]
221.	K [REDACTED]	A [REDACTED]
222.	K [REDACTED]	J [REDACTED]
223.	K [REDACTED]	E [REDACTED]
224.	K [REDACTED]	C [REDACTED]
225.	K [REDACTED]	S [REDACTED]
226.	K [REDACTED]	M [REDACTED]
227.	K [REDACTED]	K [REDACTED]
228.	K [REDACTED]	A [REDACTED]
229.	K [REDACTED]	G [REDACTED]
230.	L [REDACTED]	S [REDACTED]
231.	L [REDACTED]	A [REDACTED]
232.	L [REDACTED]	A [REDACTED]
233.	L [REDACTED]	R [REDACTED]
234.	L [REDACTED]	D [REDACTED]
235.	L [REDACTED]	A [REDACTED]
236.	L [REDACTED]	S [REDACTED]
237.	L [REDACTED]	J [REDACTED]
238.	L [REDACTED]	B [REDACTED]
239.	L [REDACTED]	K [REDACTED]
240.	L [REDACTED]	C [REDACTED]

Eligible Class Members

241.	L [REDACTED]	M [REDACTED]
242.	L [REDACTED]	M [REDACTED]
243.	L [REDACTED]	K [REDACTED]
244.	L [REDACTED]	S [REDACTED]
245.	L [REDACTED]	C [REDACTED]
246.	L [REDACTED]	T [REDACTED]
247.	L [REDACTED]	J [REDACTED]
248.	L [REDACTED]	N [REDACTED]
249.	L [REDACTED]	K [REDACTED]
250.	L [REDACTED]	H [REDACTED]
251.	L [REDACTED]	T [REDACTED]
252.	L [REDACTED]	A [REDACTED]
253.	L [REDACTED]	D [REDACTED]
254.	L [REDACTED]	F [REDACTED]
255.	L [REDACTED]	C [REDACTED]
256.	L [REDACTED]	M [REDACTED]
257.	L [REDACTED]	H [REDACTED]
258.	L [REDACTED]	S [REDACTED]
259.	L [REDACTED]	B [REDACTED]
260.	L [REDACTED]	B [REDACTED]
261.	L [REDACTED]	M [REDACTED]
262.	[REDACTED]	M [REDACTED]
263.	M [REDACTED]	J [REDACTED]
264.	M [REDACTED]	K [REDACTED]

Eligible Class Members

265.	M [REDACTED]	E [REDACTED]
266.	M [REDACTED]	S [REDACTED]
267.	M [REDACTED]	K [REDACTED]
268.	M [REDACTED]	L [REDACTED]
269.	M [REDACTED]	D [REDACTED]
270.	M [REDACTED]	T [REDACTED]
271.	M [REDACTED]	H [REDACTED]
272.	M [REDACTED]	J [REDACTED]
273.	M [REDACTED]	A [REDACTED]
274.	M [REDACTED]	M [REDACTED]
275.	M [REDACTED]	D [REDACTED]
276.	M [REDACTED]	A [REDACTED]
277.	M [REDACTED]	R [REDACTED]
278.	M [REDACTED]	W [REDACTED]
279.	M [REDACTED]	C [REDACTED]
280.	M [REDACTED]	J [REDACTED]
281.	M [REDACTED]	K [REDACTED]
282.	M [REDACTED]	A [REDACTED]
283.	M [REDACTED]	E [REDACTED]
284.	M [REDACTED]	K [REDACTED]
285.	M [REDACTED]	F [REDACTED]
286.	M [REDACTED]	R [REDACTED]
287.	M [REDACTED]	H [REDACTED]
288.	M [REDACTED]	D [REDACTED]

Eligible Class Members

289.	M [REDACTED]	J [REDACTED]
290.	M [REDACTED]	W [REDACTED]
291.	M [REDACTED]	J [REDACTED]
292.	M [REDACTED]	B [REDACTED]
293.	M [REDACTED]	S [REDACTED]
294.	M [REDACTED]	S [REDACTED]
295.	M [REDACTED]	R [REDACTED]
296.	M [REDACTED]	L [REDACTED]
297.	M [REDACTED]	J [REDACTED]
298.	M [REDACTED]	C [REDACTED]
299.	M [REDACTED]	B [REDACTED]
300.	M [REDACTED]	R [REDACTED]
301.	M [REDACTED]	G [REDACTED]
302.	M [REDACTED]	D [REDACTED]
303.	M [REDACTED]	O [REDACTED]
304.	M [REDACTED]	K [REDACTED]
305.	M [REDACTED]	K [REDACTED]
306.	M [REDACTED]	D [REDACTED]
307.	M [REDACTED]	L [REDACTED]
308.	M [REDACTED]	M [REDACTED]
309.	M [REDACTED]	B [REDACTED]
310.	M [REDACTED]	D [REDACTED]
311.	M [REDACTED]	A [REDACTED]
312.	M [REDACTED]	T [REDACTED]

Eligible Class Members

313.	N [REDACTED]	B [REDACTED]
314.	N [REDACTED]	J [REDACTED]
315.	N [REDACTED]	R [REDACTED]
316.	N [REDACTED]	A [REDACTED]
317.	N [REDACTED]	D [REDACTED]
318.	N [REDACTED]	N [REDACTED]
319.	N [REDACTED]	J [REDACTED]
320.	N [REDACTED]	K [REDACTED]
321.	N [REDACTED]	I [REDACTED]
322.	N [REDACTED]	A [REDACTED]
323.	N [REDACTED]	B [REDACTED]
324.	N [REDACTED]	K [REDACTED]
325.	N [REDACTED]	G [REDACTED]
326.	O [REDACTED]	K [REDACTED]
327.	O [REDACTED]	J [REDACTED]
328.	O [REDACTED]	E [REDACTED]
329.	O [REDACTED]	K [REDACTED]
330.	O [REDACTED]	A [REDACTED]
331.	O [REDACTED]	J [REDACTED]
332.	O [REDACTED]	L [REDACTED]
333.	O [REDACTED]	T [REDACTED]
334.	O [REDACTED]	D [REDACTED]
335.	P [REDACTED]	M [REDACTED]
336.	P [REDACTED]	J [REDACTED]

Eligible Class Members

337.	P [REDACTED]	V [REDACTED]
338.	P [REDACTED]	J [REDACTED]
339.	P [REDACTED]	M [REDACTED]
340.	P [REDACTED]	S [REDACTED]
341.	P [REDACTED]	B [REDACTED]
342.	P [REDACTED]	B [REDACTED]
343.	P [REDACTED]	N [REDACTED]
344.	P [REDACTED]	J [REDACTED]
345.	P [REDACTED]	[REDACTED]
346.	P [REDACTED]	J [REDACTED]
347.	P [REDACTED]	L [REDACTED]
348.	P [REDACTED]	K [REDACTED]
349.	P [REDACTED]	C [REDACTED]
350.	P [REDACTED]	M [REDACTED]
351.	P [REDACTED]	J [REDACTED]
352.	P [REDACTED]	D [REDACTED]
353.	P [REDACTED]	J [REDACTED]
354.	P [REDACTED]	O [REDACTED]
355.	P [REDACTED]	J [REDACTED]
356.	P [REDACTED]	N [REDACTED]
357.	P [REDACTED]	R [REDACTED]
358.	P [REDACTED]	D [REDACTED]
359.	P [REDACTED]	P [REDACTED]
360.	P [REDACTED]	I [REDACTED]

Eligible Class Members

361.	P [REDACTED]	A [REDACTED]
362.	P [REDACTED]	P [REDACTED]
363.	P [REDACTED]	K [REDACTED]
364.	P [REDACTED]	D [REDACTED]
365.	P [REDACTED]	J [REDACTED]
366.	P [REDACTED]	K [REDACTED]
367.	P [REDACTED]	M [REDACTED]
368.	P [REDACTED]	A [REDACTED]
369.	P [REDACTED]	P [REDACTED]
370.	Q [REDACTED]	A [REDACTED]
371.	Q [REDACTED]	M [REDACTED]
372.	R [REDACTED]	E [REDACTED]
373.	R [REDACTED]	J [REDACTED]
374.	R [REDACTED]	B [REDACTED]
375.	R [REDACTED]	Q [REDACTED]
376.	R [REDACTED]	K [REDACTED]
377.	R [REDACTED]	S [REDACTED]
378.	R [REDACTED]	D [REDACTED]
379.	R [REDACTED]	T [REDACTED]
380.	R [REDACTED]	K [REDACTED]
381.	R [REDACTED]	A [REDACTED]
382.	R [REDACTED]	K [REDACTED]
383.	R [REDACTED]	J [REDACTED]
384.	R [REDACTED]	A [REDACTED]

Eligible Class Members

385.	R [REDACTED]	L [REDACTED]
386.	R [REDACTED]	V [REDACTED]
387.	R [REDACTED]	K [REDACTED]
388.	R [REDACTED]	K [REDACTED]
389.	R [REDACTED]	P [REDACTED]
390.	R [REDACTED]	J [REDACTED]
391.	R [REDACTED]	K [REDACTED]
392.	R [REDACTED]	J [REDACTED]
393.	R [REDACTED]	R [REDACTED]
394.	R [REDACTED]	D [REDACTED]
395.	R [REDACTED]	G [REDACTED]
396.	S [REDACTED]	T [REDACTED]
397.	S [REDACTED]	M [REDACTED]
398.	S [REDACTED]	M [REDACTED]
399.	S [REDACTED]	R [REDACTED]
400.	S [REDACTED]	J [REDACTED]
401.	S [REDACTED]	H [REDACTED]
402.	S [REDACTED]	K [REDACTED]
403.	S [REDACTED]	C [REDACTED]
404.	S [REDACTED]	D [REDACTED]
405.	S [REDACTED]	M [REDACTED]
406.	S [REDACTED]	P [REDACTED]
407.	S [REDACTED]	J [REDACTED]
408.	S [REDACTED]	F [REDACTED]

Eligible Class Members

409.	S [REDACTED]	S [REDACTED]
410.	S [REDACTED]	K [REDACTED]
411.	S [REDACTED]	B [REDACTED]
412.	S [REDACTED]	C [REDACTED]
413.	S [REDACTED]	C [REDACTED]
414.	S [REDACTED]	M [REDACTED]
415.	S [REDACTED]	D [REDACTED]
416.	S [REDACTED]	D [REDACTED]
417.	S [REDACTED]	S [REDACTED]
418.	S [REDACTED]	K [REDACTED]
419.	S [REDACTED]	C [REDACTED]
420.	S [REDACTED]	M [REDACTED]
421.	S [REDACTED]	W [REDACTED]
422.	S [REDACTED]	A [REDACTED]
423.	S [REDACTED]	C [REDACTED]
424.	S [REDACTED]	M [REDACTED]
425.	S [REDACTED]	P [REDACTED]
426.	S [REDACTED]	Z [REDACTED]
427.	S [REDACTED]	I [REDACTED]
428.	S [REDACTED]	S [REDACTED]
429.	S [REDACTED]	R [REDACTED]
430.	S [REDACTED]	K [REDACTED]
431.	S [REDACTED]	K [REDACTED]
432.	S [REDACTED]	S [REDACTED]

Eligible Class Members

433.	S [REDACTED]	Sl [REDACTED]
434.	S [REDACTED]	C [REDACTED]
435.	S [REDACTED]	K [REDACTED]
436.	S [REDACTED]	T [REDACTED]
437.	T [REDACTED]	J [REDACTED]
438.	T [REDACTED]	R [REDACTED]
439.	T [REDACTED]	A [REDACTED]
440.	T [REDACTED]	D [REDACTED]
441.	T [REDACTED]	M [REDACTED]
442.	T [REDACTED]	D [REDACTED]
443.	T [REDACTED]	J [REDACTED]
444.	T [REDACTED]	H [REDACTED]
445.	T [REDACTED]	K [REDACTED]
446.	T [REDACTED]	L [REDACTED]
447.	T [REDACTED]	W [REDACTED]
448.	T [REDACTED]	K [REDACTED]
449.	T [REDACTED]	N [REDACTED]
450.	T [REDACTED]	B [REDACTED]
451.	T [REDACTED]	M [REDACTED]
452.	T [REDACTED]	C [REDACTED]
453.	T [REDACTED]	L [REDACTED]
454.	T [REDACTED]	J [REDACTED]
455.	T [REDACTED]	J [REDACTED]
456.	T [REDACTED]	A [REDACTED]

Eligible Class Members

457.	T [REDACTED]	M [REDACTED]
458.	T [REDACTED]	H [REDACTED]
459.	T [REDACTED]	T [REDACTED]
460.	T [REDACTED]	P [REDACTED]
461.	T [REDACTED]	J [REDACTED]
462.	U [REDACTED]	E [REDACTED]
463.	U [REDACTED]	A [REDACTED]
464.	V [REDACTED]	M [REDACTED]
465.	V [REDACTED]	T [REDACTED]
466.	V [REDACTED]	K [REDACTED]
467.	V [REDACTED]	R [REDACTED]
468.	V [REDACTED]	S [REDACTED]
469.	V [REDACTED]	J [REDACTED]
470.	V [REDACTED]	J [REDACTED]
471.	V [REDACTED]	W [REDACTED]
472.	V [REDACTED]	G [REDACTED]
473.	V [REDACTED]	D [REDACTED]
474.	V [REDACTED]	J [REDACTED]
475.	W [REDACTED]	T [REDACTED]
476.	W [REDACTED]	B [REDACTED]
477.	W [REDACTED]	J [REDACTED]
478.	W [REDACTED]	P [REDACTED]
479.	W [REDACTED]	D [REDACTED]
480.	W [REDACTED]	A [REDACTED]

Eligible Class Members

481.	W [REDACTED]	E [REDACTED]
482.	W [REDACTED]	J [REDACTED]
483.	W [REDACTED]	S [REDACTED]
484.	W [REDACTED]	M [REDACTED]
485.	W [REDACTED]	K [REDACTED]
486.	W [REDACTED]	C [REDACTED]
487.	W [REDACTED]	J [REDACTED]
488.	W [REDACTED]	R [REDACTED]
489.	W [REDACTED]	T [REDACTED]
490.	W [REDACTED]	M [REDACTED]
491.	Y [REDACTED]	B [REDACTED]
492.	Y [REDACTED]	D [REDACTED]
493.	Y [REDACTED]	P [REDACTED]
494.	Y [REDACTED]	K [REDACTED]
495.	Z [REDACTED]	M [REDACTED]

RELEASE

This Release, made and entered into by _____
(hereinafter referred to as "RELEASEE"), a class member in the class action lawsuit entitled *E.R.K., by his legal guardian R.K.; R.T.D., through his parents R.D. and M.D.; Hawaii Disability Rights Center, in a representative capacity on behalf of its clients and all others similarly situated vs. State of Hawaii, Department of Education*, 1:10-CV-00436 (SOM/KSC), United States District Court, District of Hawaii (hereinafter referred to as the "Lawsuit").

By accepting benefits from the Services Fund, RELEASEE agrees to waive, surrender, and give up his/her right(s) to file a lawsuit and pursue any and all claims he/she has or may have against the Department of Education, State of Hawaii, its current and former employees, contracted agents or entities, and the Hawaii State Board of Education and its current and former board members and employees (hereinafter referred to collectively as "HIDOE") in connection with or in any way related to the above-referenced Lawsuit.

IN WITNESS WHEREOF, the undersigned have executed this Release on the date indicated below.

DATE: _____

RELEASEE

OR

RELEASEE'S LEGAL REPRESENTATIVE/GUARDIAN

SETTLEMENT ADMINISTRATOR

1. Description of Position:

The Settlement Administrator will assist the Eligible Class Members (each an “ECM”; collectively, “the ECMs”) (*see* Exhibit “1”) in receiving educational and related services. The goal of the Settlement Administrator will be to maximize each ECM’s timely receipt of the complement of educational and related services to which he/she is entitled. The work of the Settlement Administrator will be supervised by the District Court.

2. Responsibilities:

a. Providing information

The Settlement Administrator will be responsible for providing information to the ECMs regarding their funds and links to services.

b. Administration of Services Fund

The Settlement Administrator at his/her discretion may hire and supervise (1) a person or persons knowledgeable about the IDEA and related services; (2) a bookkeeper and/or an accounting service, which will be responsible for direct payment to providers and reimbursement payments to individuals; and/or, (3) staff persons to facilitate effective communication with ECMs.

The Settlement Administrator will approve any payments to be issued. The Settlement Administrator will promptly review and at his/her discretion approve payments/reimbursements when an ECM submits an invoice for current Services, verification of payment for past Services, and/or a treatment plan for future Services to the Settlement Administrator for approval. Unless the Court orders otherwise for good cause, the process for reimbursement and/or payment to an ECM shall be as follows:

a) Submission of:

- 1) A cancelled check, paid invoice, or other proof of payment for prior Services. If an ECM is unable to produce documentation of payment for past Services, the ECM may submit to the Settlement Administrator a notarized declaration stating the Services received, the name of the service provider, the approximate time period that the Services were received, and the amount paid for the Services. Reimbursement shall be subject to verification by and satisfaction of the Settlement Administrator;
- 2) An invoice from a qualified service provider for Services currently being received by an ECM, and/or;
- 3) A treatment plan prepared by a qualified service provider, with payment made to the qualified service provider based on monthly invoices submitted to the Settlement Administrator.

- b) Upon review and approval by the Settlement Administrator, the Settlement Administrator will cause a check to be issued to the ECM for reimbursement or to the qualified service provider for payment for Services.

Prior to the disbursement of benefits from the Services Fund to an ECM, the Settlement Administrator will obtain an executed release from the ECM as provided for in Section II(A) of the Release, Compromise, and Settlement Agreement.

An ECM may also submit requests for reimbursement payment of assistive technology via receipt and/or invoice or for payment to the assistive technology provider via invoice. The Settlement Administrator will make the final decision as to whether an assistive technology expense is acceptable.

An ECM may submit an application to obtain prior approval if the ECM will be purchasing a Service and subsequently seeking reimbursement.

ECMs must submit any and all documentation and verification as described above to the Settlement Administrator by 4:30 p.m. on December 31, 2020 in order to avail themselves of their respective individual allotments for Services from the Services Fund.

The Settlement Administrator will assist Long Term Incarcerated Class Members (incarcerated ECM) in obtaining services while incarcerated.

The Settlement Administrator will make an “accounting” to an ECM as requested, however, not more frequently than monthly, and will advise each ECM at least quarterly of the funds available for his or her use, by letter, email, and/or phone.

The Settlement Administrator will make a semi-annual accounting to the Court and to the parties’ counsel regarding the funds that have been spent thus far and the funds remaining to be spent, as well as an itemization of the payments made. The first accounting will be due no later than June 30, 2018, and they will be due on December 31 and June 30 of each year thereafter, with the final accounting due on February 28, 2021.

c. Identification and Arranging for Educational and Related Services

With the understanding that the IDEA encompasses a broad definition of “educational and related services,” *see* Exhibit “2” [categories of educational related services], the Settlement Administrator will develop and maintain a resource directory of available providers and services. The Settlement Administrator will consult and coordinate with existing community, governmental, and academic organizations as needed to assist in assessing service needs and linking ECMs to the appropriate providers and community resources.

The Settlement Administrator will make efforts to connect ECMs with providers. The Settlement Administrator will assist with applications and other paperwork that may be required and will arrange for direct payment to the provider or reimbursement of the ECM or the

individual who made payment on behalf of the ECM. The Settlement Administrator will help ECMs take advantage of economies of scale to provide services at a lower cost and/or to make services accessible (*e.g.*, attempt to coordinate with a provider to service multiple ECMs when reasonable and possible, instead of one).

3. Funding for the Settlement Administrator and Administration of the Services Fund:

The Settlement Administrator's salary and expenses (including but not limited to funding for the bookkeeper and/or accounting service as well as a person or persons knowledgeable about the IDEA and related services) will be paid out of the Services Fund. It is anticipated that the Settlement Administrator will draw a salary through February 28, 2021; however, this period is subject to modification for good cause by the Court on motion of either party, sua sponte, and/or at the recommendation of the Settlement Administrator.

Eligible Class Members

1.	A [REDACTED]	H [REDACTED]
2.	A [REDACTED]	K [REDACTED]
3.	A [REDACTED]	R [REDACTED]
4.	A [REDACTED]	J [REDACTED]
5.	A [REDACTED]	C [REDACTED]
6.	A [REDACTED]	K [REDACTED]
7.	A [REDACTED]	L [REDACTED]
8.	A [REDACTED]	E [REDACTED]
9.	A [REDACTED]	M [REDACTED]
10.	A [REDACTED]	Y [REDACTED]
11.	A [REDACTED]	C [REDACTED]
12.	A [REDACTED]	S [REDACTED]
13.	A [REDACTED]	J [REDACTED]
14.	A [REDACTED]	D [REDACTED]
15.	A [REDACTED]	B [REDACTED]
16.	A [REDACTED]	S [REDACTED]
17.	A [REDACTED]	D [REDACTED]
18.	A [REDACTED]	C [REDACTED]
19.	A [REDACTED]	Q [REDACTED]
20.	A [REDACTED]	C [REDACTED]
21.	A [REDACTED]	R [REDACTED]
22.	A [REDACTED]	K [REDACTED]
23.	A [REDACTED]	G [REDACTED]
24.	A [REDACTED]	R [REDACTED]

EXHIBIT "1"

Eligible Class Members

25.	A [REDACTED]	K [REDACTED]
26.	A [REDACTED]	A [REDACTED]
27.	A [REDACTED]	P [REDACTED]
28.	A [REDACTED]	K [REDACTED]
29.	A [REDACTED]	M [REDACTED]
30.	A [REDACTED]	F [REDACTED]
31.	A [REDACTED]	J [REDACTED]
32.	A [REDACTED]	C [REDACTED]
33.	A [REDACTED]	A [REDACTED]
34.	B [REDACTED]	T [REDACTED]
35.	B [REDACTED]	M [REDACTED]
36.	B [REDACTED]	R [REDACTED]
37.	B [REDACTED]	M [REDACTED]
38.	B [REDACTED]	C [REDACTED]
39.	B [REDACTED]	R [REDACTED]
40.	B [REDACTED]	E [REDACTED]
41.	B [REDACTED]	S [REDACTED]
42.	B [REDACTED]	R [REDACTED]
43.	B [REDACTED]	S [REDACTED]
44.	B [REDACTED]	R [REDACTED]
45.	B [REDACTED]	T [REDACTED]
46.	B [REDACTED]	A [REDACTED]
47.	B [REDACTED]	K [REDACTED]
48.	B [REDACTED]	P [REDACTED]

Eligible Class Members

49.	B [REDACTED]	T [REDACTED]
50.	B [REDACTED]	J [REDACTED]
51.	B [REDACTED]	C [REDACTED]
52.	B [REDACTED]	W [REDACTED]
53.	B [REDACTED]	N [REDACTED]
54.	B [REDACTED]	Q [REDACTED]
55.	B [REDACTED]	S [REDACTED]
56.	B [REDACTED]	L [REDACTED]
57.	B [REDACTED]	A [REDACTED]
58.	B [REDACTED]	N [REDACTED]
59.	B [REDACTED]	K [REDACTED]
60.	C [REDACTED]	S [REDACTED]
61.	C [REDACTED]	J [REDACTED]
62.	C [REDACTED]	R [REDACTED]
63.	C [REDACTED]	C [REDACTED]
64.	C [REDACTED]	K [REDACTED]
65.	C [REDACTED]	V [REDACTED]
66.	C [REDACTED]	S [REDACTED]
67.	C [REDACTED]	L [REDACTED]
68.	C [REDACTED]	J [REDACTED]
69.	C [REDACTED]	R [REDACTED]
70.	C [REDACTED]	J [REDACTED]
71.	C [REDACTED]	J [REDACTED]
72.	C [REDACTED]	S [REDACTED]

Eligible Class Members

73.	C [REDACTED]	E [REDACTED]
74.	C [REDACTED]	M [REDACTED]
75.	C [REDACTED]	L [REDACTED]
76.	C [REDACTED]	N [REDACTED]
77.	C [REDACTED]	D [REDACTED]
78.	C [REDACTED]	C [REDACTED]
79.	C [REDACTED]	R [REDACTED]
80.	C [REDACTED]	B [REDACTED]
81.	C [REDACTED]	K [REDACTED]
82.	C [REDACTED]	A [REDACTED]
83.	C [REDACTED]	K [REDACTED]
84.	C [REDACTED]	M [REDACTED]
85.	C [REDACTED]	A [REDACTED]
86.	C [REDACTED]	C [REDACTED]
87.	C [REDACTED]	A [REDACTED]
88.	C [REDACTED]	J [REDACTED]
89.	C [REDACTED]	J [REDACTED]
90.	C [REDACTED]	F [REDACTED]
91.	C [REDACTED]	M [REDACTED]
92.	C [REDACTED]	K [REDACTED]
93.	C [REDACTED]	S [REDACTED]
94.	C [REDACTED]	J [REDACTED]
95.	D [REDACTED]	S [REDACTED]
96.	D [REDACTED]	K [REDACTED]

Eligible Class Members

97.	D [REDACTED]	M [REDACTED]
98.	D [REDACTED]	B [REDACTED]
99.	D [REDACTED]	L [REDACTED]
100.	D [REDACTED]	A [REDACTED]
101.	D [REDACTED]	N [REDACTED]
102.	D [REDACTED]	A [REDACTED]
103.	D [REDACTED]	S [REDACTED]
104.	D [REDACTED]	R [REDACTED]
105.	D [REDACTED]	M [REDACTED]
106.	D [REDACTED]	C [REDACTED]
107.	D [REDACTED]	D [REDACTED]
108.	D [REDACTED]	G [REDACTED]
109.	D [REDACTED]	S [REDACTED]
110.	D [REDACTED]	A [REDACTED]
111.	E [REDACTED]	E [REDACTED]
112.	E [REDACTED]	S [REDACTED]
113.	E [REDACTED]	D [REDACTED]
114.	E [REDACTED]	H [REDACTED]
115.	E [REDACTED]	T [REDACTED]
116.	E [REDACTED]	A [REDACTED]
117.	E [REDACTED]	C [REDACTED]
118.	E [REDACTED]	J [REDACTED]
119.	E [REDACTED]	R [REDACTED]
120.	F [REDACTED]	D [REDACTED]

Eligible Class Members

121.	F [REDACTED]	G [REDACTED]
122.	F [REDACTED]	D [REDACTED]
123.	F [REDACTED]	S [REDACTED]
124.	F [REDACTED]	J [REDACTED]
125.	F [REDACTED]	J [REDACTED]
126.	F [REDACTED]	K [REDACTED]
127.	F [REDACTED]	C [REDACTED]
128.	F [REDACTED]	C [REDACTED]
129.	G [REDACTED]	T [REDACTED]
130.	G [REDACTED]	B [REDACTED]
131.	G [REDACTED]	K [REDACTED]
132.	G [REDACTED]	J [REDACTED]
133.	G [REDACTED]	M [REDACTED]
134.	G [REDACTED]	J [REDACTED]
135.	G [REDACTED]	Z [REDACTED]
136.	G [REDACTED]	B [REDACTED]
137.	G [REDACTED]	B [REDACTED]
138.	G [REDACTED]	T [REDACTED]
139.	G [REDACTED]	K [REDACTED]
140.	G [REDACTED]	N [REDACTED]
141.	G [REDACTED]	T [REDACTED]
142.	G [REDACTED]	D [REDACTED]
143.	G [REDACTED]	H [REDACTED]
144.	G [REDACTED]	L [REDACTED]

Eligible Class Members

145.	G [REDACTED]	S [REDACTED]
146.	G [REDACTED]	J [REDACTED]
147.	G [REDACTED]	L [REDACTED]
148.	G [REDACTED]	P [REDACTED]
149.	G [REDACTED]	B [REDACTED]
150.	G [REDACTED]	S [REDACTED]
151.	G [REDACTED]	K [REDACTED]
152.	H [REDACTED]	F [REDACTED]
153.	H [REDACTED]	T [REDACTED]
154.	H [REDACTED]	J [REDACTED]
155.	H [REDACTED]	J [REDACTED]
156.	H [REDACTED]	M [REDACTED]
157.	H [REDACTED]	C [REDACTED]
158.	H [REDACTED]	M [REDACTED]
159.	H [REDACTED]	J [REDACTED]
160.	H [REDACTED]	K [REDACTED]
161.	H [REDACTED]	O [REDACTED]
162.	H [REDACTED]	E [REDACTED]
163.	H [REDACTED]	B [REDACTED]
164.	H [REDACTED]	S [REDACTED]
165.	H [REDACTED]	M [REDACTED]
166.	H [REDACTED]	A [REDACTED]
167.	H [REDACTED]	M [REDACTED]
168.	H [REDACTED]	C [REDACTED]

Eligible Class Members

169.	H [REDACTED]	C [REDACTED]
170.	H [REDACTED]	J [REDACTED]
171.	H [REDACTED]	K [REDACTED]
172.	H [REDACTED]	S [REDACTED]
173.	H [REDACTED]	K [REDACTED]
174.	H [REDACTED]	J [REDACTED]
175.	H [REDACTED]	B [REDACTED]
176.	H [REDACTED]	Z [REDACTED]
177.	H [REDACTED]	L [REDACTED]
178.	H [REDACTED]	M [REDACTED]
179.	H [REDACTED]	N [REDACTED]
180.	H [REDACTED]	M [REDACTED]
181.	I [REDACTED]	J [REDACTED]
182.	I [REDACTED]	J [REDACTED]
183.	I [REDACTED]	J [REDACTED]
184.	I [REDACTED]	Y [REDACTED]
185.	J [REDACTED]	Z [REDACTED]
186.	J [REDACTED]	A [REDACTED]
187.	J [REDACTED] [REDACTED]	J [REDACTED]
188.	J [REDACTED]	A [REDACTED]
189.	J [REDACTED]	C [REDACTED]
190.	J [REDACTED]	B [REDACTED]
191.	J [REDACTED]	S [REDACTED]
192.	J [REDACTED]	G [REDACTED]

Eligible Class Members

193.	K [REDACTED]	P [REDACTED]
194.	K [REDACTED]	L [REDACTED]
195.	K [REDACTED]	J [REDACTED]
196.	K [REDACTED]	D [REDACTED]
197.	K [REDACTED]	J [REDACTED]
198.	K [REDACTED]	H [REDACTED]
199.	K [REDACTED]	T [REDACTED]
200.	K [REDACTED]	M [REDACTED]
201.	K [REDACTED]	T [REDACTED]
202.	K [REDACTED]	P [REDACTED]
203.	K [REDACTED]	P [REDACTED]
204.	K [REDACTED]	K [REDACTED]
205.	K [REDACTED]	L [REDACTED]
206.	K [REDACTED]	L [REDACTED]
207.	K [REDACTED]	A [REDACTED]
208.	K [REDACTED]	P [REDACTED]
209.	K [REDACTED]	K [REDACTED]
210.	K [REDACTED]	W [REDACTED]
211.	K [REDACTED]	E [REDACTED]
212.	K [REDACTED]	K [REDACTED]
213.	K [REDACTED]	S [REDACTED]
214.	K [REDACTED]	W [REDACTED]
215.	K [REDACTED]	L [REDACTED]
216.	K [REDACTED]	R [REDACTED]

Eligible Class Members

217.	K [REDACTED]	E [REDACTED]
218.	K [REDACTED]	J [REDACTED]
219.	K [REDACTED]	I [REDACTED]
220.	K [REDACTED]	T [REDACTED]
221.	K [REDACTED]	A [REDACTED]
222.	K [REDACTED]	J [REDACTED]
223.	K [REDACTED]	E [REDACTED]
224.	K [REDACTED]	C [REDACTED]
225.	K [REDACTED]	S [REDACTED]
226.	K [REDACTED]	M [REDACTED]
227.	K [REDACTED]	K [REDACTED]
228.	K [REDACTED]	A [REDACTED]
229.	K [REDACTED]	G [REDACTED]
230.	L [REDACTED]	S [REDACTED]
231.	L [REDACTED]	A [REDACTED]
232.	L [REDACTED]	A [REDACTED]
233.	L [REDACTED]	R [REDACTED]
234.	L [REDACTED]	D [REDACTED]
235.	L [REDACTED]	A [REDACTED]
236.	L [REDACTED]	S [REDACTED]
237.	L [REDACTED]	J [REDACTED]
238.	L [REDACTED]	B [REDACTED]
239.	L [REDACTED]	K [REDACTED]
240.	L [REDACTED]	C [REDACTED]

Eligible Class Members

241.	L [REDACTED]	M [REDACTED]
242.	L [REDACTED]	M [REDACTED]
243.	L [REDACTED]	K [REDACTED]
244.	L [REDACTED]	S [REDACTED]
245.	L [REDACTED]	C [REDACTED]
246.	L [REDACTED]	T [REDACTED]
247.	L [REDACTED]	J [REDACTED]
248.	L [REDACTED]	N [REDACTED]
249.	L [REDACTED]	K [REDACTED]
250.	L [REDACTED]	H [REDACTED]
251.	L [REDACTED]	T [REDACTED]
252.	L [REDACTED]	A [REDACTED]
253.	L [REDACTED]	D [REDACTED]
254.	L [REDACTED]	F [REDACTED]
255.	L [REDACTED]	C [REDACTED]
256.	L [REDACTED]	M [REDACTED]
257.	L [REDACTED]	H [REDACTED]
258.	L [REDACTED]	S [REDACTED]
259.	L [REDACTED]	B [REDACTED]
260.	L [REDACTED]	B [REDACTED]
261.	L [REDACTED]	M [REDACTED]
262.	[REDACTED]	M [REDACTED]
263.	M [REDACTED]	J [REDACTED]
264.	M [REDACTED]	K [REDACTED]

Eligible Class Members

265.	M [REDACTED]	E [REDACTED]
266.	M [REDACTED]	S [REDACTED]
267.	M [REDACTED]	K [REDACTED]
268.	M [REDACTED]	L [REDACTED]
269.	M [REDACTED]	D [REDACTED]
270.	M [REDACTED]	T [REDACTED]
271.	M [REDACTED]	H [REDACTED]
272.	M [REDACTED]	J [REDACTED]
273.	M [REDACTED]	A [REDACTED]
274.	M [REDACTED]	M [REDACTED]
275.	M [REDACTED]	D [REDACTED]
276.	M [REDACTED]	A [REDACTED]
277.	M [REDACTED]	R [REDACTED]
278.	M [REDACTED]	W [REDACTED]
279.	M [REDACTED]	C [REDACTED]
280.	M [REDACTED]	J [REDACTED]
281.	M [REDACTED]	K [REDACTED]
282.	M [REDACTED]	A [REDACTED]
283.	M [REDACTED]	E [REDACTED]
284.	M [REDACTED]	K [REDACTED]
285.	M [REDACTED]	F [REDACTED]
286.	M [REDACTED]	R [REDACTED]
287.	M [REDACTED]	H [REDACTED]
288.	M [REDACTED]	D [REDACTED]

Eligible Class Members

289.	M [REDACTED]	J [REDACTED]
290.	M [REDACTED]	W [REDACTED]
291.	M [REDACTED]	J [REDACTED]
292.	M [REDACTED]	B [REDACTED]
293.	M [REDACTED]	S [REDACTED]
294.	M [REDACTED]	S [REDACTED]
295.	M [REDACTED]	R [REDACTED]
296.	M [REDACTED]	L [REDACTED]
297.	M [REDACTED]	J [REDACTED]
298.	M [REDACTED]	C [REDACTED]
299.	M [REDACTED]	B [REDACTED]
300.	M [REDACTED]	R [REDACTED]
301.	M [REDACTED]	G [REDACTED]
302.	M [REDACTED]	D [REDACTED]
303.	M [REDACTED]	O [REDACTED]
304.	M [REDACTED]	K [REDACTED]
305.	M [REDACTED]	K [REDACTED]
306.	M [REDACTED]	D [REDACTED]
307.	M [REDACTED]	L [REDACTED]
308.	M [REDACTED]	M [REDACTED]
309.	M [REDACTED]	B [REDACTED]
310.	M [REDACTED]	D [REDACTED]
311.	M [REDACTED]	A [REDACTED]
312.	M [REDACTED]	T [REDACTED]

Eligible Class Members

313.	N [REDACTED]	B [REDACTED]
314.	N [REDACTED]	J [REDACTED]
315.	N [REDACTED]	R [REDACTED]
316.	N [REDACTED]	A [REDACTED]
317.	N [REDACTED]	D [REDACTED]
318.	N [REDACTED]	N [REDACTED]
319.	N [REDACTED]	J [REDACTED]
320.	N [REDACTED]	K [REDACTED]
321.	N [REDACTED]	I [REDACTED]
322.	N [REDACTED]	A [REDACTED]
323.	N [REDACTED]	B [REDACTED]
324.	N [REDACTED]	K [REDACTED]
325.	N [REDACTED]	G [REDACTED]
326.	O [REDACTED]	K [REDACTED]
327.	O [REDACTED]	J [REDACTED]
328.	O [REDACTED]	E [REDACTED]
329.	O [REDACTED]	K [REDACTED]
330.	O [REDACTED]	A [REDACTED]
331.	O [REDACTED]	J [REDACTED]
332.	O [REDACTED]	L [REDACTED]
333.	O [REDACTED]	T [REDACTED]
334.	O [REDACTED]	D [REDACTED]
335.	P [REDACTED]	M [REDACTED]
336.	P [REDACTED]	J [REDACTED]

Eligible Class Members

337.	P [REDACTED]	V [REDACTED]
338.	P [REDACTED]	J [REDACTED]
339.	P [REDACTED]	M [REDACTED]
340.	P [REDACTED]	S [REDACTED]
341.	P [REDACTED]	B [REDACTED]
342.	P [REDACTED]	B [REDACTED]
343.	P [REDACTED]	N [REDACTED]
344.	P [REDACTED]	J [REDACTED]
345.	P [REDACTED]	[REDACTED]
346.	P [REDACTED]	J [REDACTED]
347.	P [REDACTED]	L [REDACTED]
348.	P [REDACTED]	K [REDACTED]
349.	P [REDACTED]	C [REDACTED]
350.	P [REDACTED]	M [REDACTED]
351.	P [REDACTED]	J [REDACTED]
352.	P [REDACTED]	D [REDACTED]
353.	P [REDACTED]	J [REDACTED]
354.	P [REDACTED]	O [REDACTED]
355.	P [REDACTED]	J [REDACTED]
356.	P [REDACTED]	N [REDACTED]
357.	P [REDACTED]	R [REDACTED]
358.	P [REDACTED]	D [REDACTED]
359.	P [REDACTED]	P [REDACTED]
360.	P [REDACTED]	I [REDACTED]

Eligible Class Members

361.	P [REDACTED]	A [REDACTED]
362.	P [REDACTED]	P [REDACTED]
363.	P [REDACTED]	K [REDACTED]
364.	P [REDACTED]	D [REDACTED]
365.	P [REDACTED]	J [REDACTED]
366.	P [REDACTED]	K [REDACTED]
367.	P [REDACTED]	M [REDACTED]
368.	P [REDACTED]	A [REDACTED]
369.	P [REDACTED]	P [REDACTED]
370.	Q [REDACTED]	A [REDACTED]
371.	Q [REDACTED]	M [REDACTED]
372.	R [REDACTED]	E [REDACTED]
373.	R [REDACTED]	J [REDACTED]
374.	R [REDACTED]	B [REDACTED]
375.	R [REDACTED]	Q [REDACTED]
376.	R [REDACTED]	K [REDACTED]
377.	R [REDACTED]	S [REDACTED]
378.	R [REDACTED]	D [REDACTED]
379.	R [REDACTED]	T [REDACTED]
380.	R [REDACTED]	K [REDACTED]
381.	R [REDACTED]	A [REDACTED]
382.	R [REDACTED]	K [REDACTED]
383.	R [REDACTED]	J [REDACTED]
384.	R [REDACTED]	A [REDACTED]

Eligible Class Members

385.	R [REDACTED]	L [REDACTED]
386.	R [REDACTED]	V [REDACTED]
387.	R [REDACTED]	K [REDACTED]
388.	R [REDACTED]	K [REDACTED]
389.	R [REDACTED]	P [REDACTED]
390.	R [REDACTED]	J [REDACTED]
391.	R [REDACTED]	K [REDACTED]
392.	R [REDACTED]	J [REDACTED]
393.	R [REDACTED]	R [REDACTED]
394.	R [REDACTED]	D [REDACTED]
395.	R [REDACTED]	G [REDACTED]
396.	S [REDACTED]	T [REDACTED]
397.	S [REDACTED]	M [REDACTED]
398.	S [REDACTED]	M [REDACTED]
399.	S [REDACTED]	R [REDACTED]
400.	S [REDACTED]	J [REDACTED]
401.	S [REDACTED]	H [REDACTED]
402.	S [REDACTED]	K [REDACTED]
403.	S [REDACTED]	C [REDACTED]
404.	S [REDACTED]	D [REDACTED]
405.	S [REDACTED]	M [REDACTED]
406.	S [REDACTED]	P [REDACTED]
407.	S [REDACTED]	J [REDACTED]
408.	S [REDACTED]	F [REDACTED]

Eligible Class Members

409.	S [REDACTED]	S [REDACTED]
410.	S [REDACTED]	K [REDACTED]
411.	S [REDACTED]	B [REDACTED]
412.	S [REDACTED]	C [REDACTED]
413.	S [REDACTED]	C [REDACTED]
414.	S [REDACTED]	M [REDACTED]
415.	S [REDACTED]	D [REDACTED]
416.	S [REDACTED]	D [REDACTED]
417.	S [REDACTED]	S [REDACTED]
418.	S [REDACTED]	K [REDACTED]
419.	S [REDACTED]	C [REDACTED]
420.	S [REDACTED]	M [REDACTED]
421.	S [REDACTED]	W [REDACTED]
422.	S [REDACTED]	A [REDACTED]
423.	S [REDACTED]	C [REDACTED]
424.	S [REDACTED]	M [REDACTED]
425.	S [REDACTED]	P [REDACTED]
426.	S [REDACTED]	Z [REDACTED]
427.	S [REDACTED]	I [REDACTED]
428.	S [REDACTED]	S [REDACTED]
429.	S [REDACTED]	R [REDACTED]
430.	S [REDACTED]	K [REDACTED]
431.	S [REDACTED]	K [REDACTED]
432.	S [REDACTED]	S [REDACTED]

Eligible Class Members

433.	S [REDACTED]	Sl [REDACTED]
434.	S [REDACTED]	C [REDACTED]
435.	S [REDACTED]	K [REDACTED]
436.	S [REDACTED]	T [REDACTED]
437.	T [REDACTED]	J [REDACTED]
438.	T [REDACTED]	R [REDACTED]
439.	T [REDACTED]	A [REDACTED]
440.	T [REDACTED]	D [REDACTED]
441.	T [REDACTED]	M [REDACTED]
442.	T [REDACTED]	D [REDACTED]
443.	T [REDACTED]	J [REDACTED]
444.	T [REDACTED]	H [REDACTED]
445.	T [REDACTED]	K [REDACTED]
446.	T [REDACTED]	L [REDACTED]
447.	T [REDACTED]	W [REDACTED]
448.	T [REDACTED]	K [REDACTED]
449.	T [REDACTED]	N [REDACTED]
450.	T [REDACTED]	B [REDACTED]
451.	T [REDACTED]	M [REDACTED]
452.	T [REDACTED]	C [REDACTED]
453.	T [REDACTED]	L [REDACTED]
454.	T [REDACTED]	J [REDACTED]
455.	T [REDACTED]	J [REDACTED]
456.	T [REDACTED]	A [REDACTED]

Eligible Class Members

457.	T [REDACTED]	M [REDACTED]
458.	T [REDACTED]	H [REDACTED]
459.	T [REDACTED]	T [REDACTED]
460.	T [REDACTED]	P [REDACTED]
461.	T [REDACTED]	J [REDACTED]
462.	U [REDACTED]	E [REDACTED]
463.	U [REDACTED]	A [REDACTED]
464.	V [REDACTED]	M [REDACTED]
465.	V [REDACTED]	T [REDACTED]
466.	V [REDACTED]	K [REDACTED]
467.	V [REDACTED]	R [REDACTED]
468.	V [REDACTED]	S [REDACTED]
469.	V [REDACTED]	J [REDACTED]
470.	V [REDACTED]	J [REDACTED]
471.	V [REDACTED]	W [REDACTED]
472.	V [REDACTED]	G [REDACTED]
473.	V [REDACTED]	D [REDACTED]
474.	V [REDACTED]	J [REDACTED]
475.	W [REDACTED]	T [REDACTED]
476.	W [REDACTED]	B [REDACTED]
477.	W [REDACTED]	J [REDACTED]
478.	W [REDACTED]	P [REDACTED]
479.	W [REDACTED]	D [REDACTED]
480.	W [REDACTED]	A [REDACTED]

Eligible Class Members

481.	W [REDACTED]	E [REDACTED]
482.	W [REDACTED]	J [REDACTED]
483.	W [REDACTED]	S [REDACTED]
484.	W [REDACTED]	M [REDACTED]
485.	W [REDACTED]	K [REDACTED]
486.	W [REDACTED]	C [REDACTED]
487.	W [REDACTED]	J [REDACTED]
488.	W [REDACTED]	R [REDACTED]
489.	W [REDACTED]	T [REDACTED]
490.	W [REDACTED]	M [REDACTED]
491.	Y [REDACTED]	B [REDACTED]
492.	Y [REDACTED]	D [REDACTED]
493.	Y [REDACTED]	P [REDACTED]
494.	Y [REDACTED]	K [REDACTED]
495.	Z [REDACTED]	M [REDACTED]

(4) Interpreting services includes -

(i) The following, when used with respect to children who are deaf or hard of hearing: Oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell; and

(ii) Special interpreting services for children who are deaf-blind.

(5) Medical services means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.

(6) Occupational therapy -

(i) Means services provided by a qualified occupational therapist; and

(ii) **Includes -**

(A) Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation;

(B) Improving ability to perform tasks for independent functioning if functions are impaired or lost; and

(C) Preventing, through early intervention, initial or further impairment or loss of function.

(7) Orientation and mobility services -

(i) Means services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community; and

(ii) **Includes** teaching children the following, as appropriate:

(A) Spatial and environmental concepts and use of information received by the senses (such as sound, temperature and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street);

(B) To use the long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for children with no available travel vision;

(C) To understand and use remaining vision and distance low vision aids; and

(D) Other concepts, techniques, and tools.

(8)

(i) **Parent counseling and training** means assisting **parents** in understanding the special needs of their child;

(ii) Providing **parents** with information about child development; and

(iii) Helping **parents** to acquire the necessary skills that will allow them to support the implementation of their child's IEP or IFSP.

(9) Physical therapy means services provided by a qualified physical therapist.

(10) Psychological services includes -

- (i) Administering psychological and educational tests, and other assessment procedures;
- (ii) Interpreting assessment results;
- (iii) Obtaining, integrating, and interpreting information about child behavior and conditions relating to learning;
- (iv) Consulting with other staff members in planning school programs to meet the special educational needs of children as indicated by psychological tests, interviews, direct observation, and behavioral evaluations;
- (v) Planning and managing a program of psychological services, including psychological counseling for children and parents; and
- (vi) Assisting in developing positive behavioral intervention strategies.

(11) *Recreation* includes -

- (i) Assessment of leisure function;
- (ii) Therapeutic recreation services;
- (iii) Recreation programs in schools and community agencies; and
- (iv) Leisure education.

(12) *Rehabilitation counseling services* means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with a disability by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq.

(13) *School health services and school nurse services* means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP. School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.

(14) *Social work services in schools* includes -

- (i) Preparing a social or developmental history on a child with a disability;
- (ii) Group and individual counseling with the child and family;
- (iii) Working in partnership with parents and others on those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school;
- (iv) Mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program; and
- (v) Assisting in developing positive behavioral intervention strategies.

(15) *Speech-language pathology services* includes -

- (i) Identification of children with speech or language impairments;
- (ii) Diagnosis and appraisal of specific speech or language impairments;
- (iii) Referral for medical or other professional attention necessary for the habilitation of speech or language impairments;

(iv) Provision of speech and language services for the habilitation or prevention of communicative impairments; and

(v) Counseling and guidance of parents, children, and teachers regarding speech and language impairments.

(16) Transportation includes -

(i) Travel to and from school and between schools;

(ii) Travel in and around school buildings; and

(iii) Specialized **equipment** (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.

(Authority: [20 U.S.C. 1401\(26\)](#))

Appendix “A”

\$10,250,000.00 (gross settlement amount) plus interest earned thereon
less \$1,500,000.00 (attorney’s fees and costs)
less \$300,000.00 inclusive of GET (administrative costs related to the Services Fund)
\$8,200,000.00 (balance less future attorneys’ fees not to exceed \$250,000.00 and other
administrative costs plus GET– to be distributed to the Tiers pursuant to
percentages/allotments noted below)

TIER	Percentage of Plaintiff Class	Number of Class Members based on Class Size of 505	TIER ALLOTMENT (subject to adjustment based upon interest earned)
1/1a	11%	56	\$3,300,000.00 (\$20,001+)
2	35%	177	\$3,540,000.00 (\$5,001- 20,000)
3	54%	272	\$1,360,000.00 (\$0-5,000)